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16 Attorneys for Defendant AMERIGAS PROPANE, INC.

17 UNITED STATES DISTRICT COURT

18 CENTRAL DISTRICT OF CALIFORNIA

19 CRESENCIO AVILA, as an individual, and
20 on behalf of all others similarly situated,

21 Plaintiff,

22 Case No. 2:17-cv-02867-GW(PJWx)

23 **STIPULATED PROTECTIVE ORDER**

24 Judge: Hon. George Wu

25 vs.
26 AMERIGAS PROPANE, INC. and DOES 1
27 through 50, inclusive,

28 Defendant.

26 1. **PURPOSES AND LIMITATIONS**

27 Disclosure and discovery activity in this action are likely to involve production of
28 confidential, proprietary, or private information for which special protection from public

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1 disclosure and from use for any purpose other than prosecuting this litigation will be warranted.
2 Accordingly, Plaintiff Crescencio Avila and Defendant AmeriGas Propane, Inc. hereby stipulate to
3 and petition the Court to enter the following Stipulated Protective Order.

4 2. DEFINITIONS

5 2.1 CONFIDENTIAL Information or Items: Information (regardless of how it
6 is generated, stored, or maintained), testimony, or a tangible thing that reveals or contains
7 commercial or business information that is commercially sensitive, that is maintained as
8 confidential in the normal course of business under the law or custom generally applicable to the
9 business at issue and has not been released into the public domain; personal information
10 (including without limitation social security, driver's license, resident registration, national
11 pension, and public health insurance numbers; personal address, email address, and phone
12 number; medical records; and compensation information) that is protected from disclosure by a
13 state or federal constitution, statute, regulation, or other legal authority; and any other information
14 for which a good faith claim of need of protection can be made under the Federal Rules of Civil
15 Procedure or applicable law.

16 2.2 Challenging Party: A Party or non-party that challenges the designation of
17 information or items under this Order.

18 2.3 Designating Party: A Party or non-party that designates information or
19 items that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

20 2.4 Expert: A person with specialized knowledge or experience in a matter
21 pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert
22 witness or as a consultant in this action.

23 2.5 House Counsel: Attorneys who are employees of a Party to this action.
24 House Counsel does not include Outside Counsel or any other outside counsel.

25 2.6 Outside Counsel: Attorneys who are not employees of a Party to this action
26 but are retained to represent or advise a Party to this action and have appeared in this action on
27 behalf of that Party or are affiliated with a law firm that has appeared on behalf of that Party.

1 2.7 Party: Any named party to this action, including all of its officers,
2 directors, and employees. The term “Party” does not include the members of any putative or
3 certified class other than the named class member.

4 2.8 Producing Party: A Party or non-party that produces discovery material in
5 this action.

6 2.9 Professional Vendors: Persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and
8 organizing, storing, or retrieving data in any form or medium), and their employees and
9 subcontractors.

10 2.10 Protected Material: Any items or information, regardless of the medium or
11 manner in which it is generated, stored, or maintained (including, among other things, testimony,
12 transcripts, and tangible things) that are designated as “CONFIDENTIAL.”

13 2.11 Receiving Party: A Party that receives discovery material from a Producing
14 Party.

15 3. SCOPE

16 The protections conferred by this Protective Order cover not only Protected
17 Material (as defined above), but also (1) any information copied or extracted from Protected
18 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any
19 testimony, conversations, or presentations by Parties or their counsel that might reveal Protected
20 Material. However, the protections conferred by this Stipulation and Order do not cover the
21 following information: (a) any information that is in the public domain at the time of disclosure to
22 a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as
23 a result of publication not involving a violation of this Order, including becoming part of the
24 public record through trial or otherwise; and (b) any information known to the Receiving Party
25 prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who
26 obtained the information lawfully and under no obligation of confidentiality to the Designating
27 Party. Any use of Protected Material at trial shall be governed by a separate agreement or order.

1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing
4 or a Court order otherwise directs. Final disposition shall be deemed to be the later of (1)
5 dismissal of all claims and defenses in this action, with or without prejudice; and (2) final
6 judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or
7 reviews of this action, including the time limits for filing any motions or applications for extension
8 of time pursuant to applicable law.

9 5. DESIGNATING CONFIDENTIAL MATERIAL

10 5.1 Designating Material for Protection: Each Party or non-party that
11 designates information or items for protection under this Protective Order must exercise its
12 reasonable good faith judgment in so designating. The designation by any Designating Party of
13 any discovery material as “CONFIDENTIAL” shall constitute a representation that such discovery
14 material has been reviewed by an attorney for the Designating Party, and that there is a reasonable
15 good faith basis for such designation. Mass, indiscriminate, or routinized designations are
16 prohibited. Designations that are shown to be clearly unjustified or that have been made for an
17 improper purpose (e.g., to unnecessarily encumber or retard the case development process or to
18 impose unnecessary expenses and burdens on the other Parties) expose the Designating Party to
19 sanctions.

20 5.2 Manner and Timing of Designations: Except as otherwise provided in this
21 Protective Order (see, e.g., section 5.2.2 below), or as otherwise stipulated or ordered, discovery
22 material that qualifies for protection under this Protective Order must be clearly so designated
23 before the material is disclosed or produced.

24 Designation in conformity with this Protective Order requires:

25 5.2.1 For information in documentary form (e.g., paper or electronic
26 documents produced as images, but excluding transcripts of depositions or other pretrial or trial
27 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each page of any
28 document that contains Protected Material. Where it is not practicable for a Designating Party to

1 affix a confidentiality designation to documents produced in electronic or native form, including
2 Excel and PowerPoint documents, the Designating Party shall include the “CONFIDENTIAL”
3 designation in the file name.

4 A Party or non-party that makes original documents or materials available for
5 inspection need not designate them for protection until after the inspecting Party has indicated
6 which material it would like copied and produced. During the inspection and before the
7 designation, all of the material made available for inspection shall be deemed
8 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied and
9 produced, the Producing Party will determine which documents, or portions thereof, qualify for
10 protection under this Protective Order. Then, before producing the specified documents, the
11 Producing Party must affix the legend “CONFIDENTIAL” to each document, or portion(s)
12 thereof, that contains Protected Material in accordance with the procedures just described.

13 5.2.2 For testimony given in deposition, that the Designating Party identify on the
14 record before the close of the deposition all protected testimony. Alternatively, a Designating
15 Party may designate a deposition transcript or any portion of a transcript as protected testimony
16 within 30 days after receipt of the final transcript from the court reporter, by sending to Outside
17 Counsel for each Party a written notice identifying the transcript or a portion thereof (by pages and
18 line numbers) that contain protected information and requesting that the transcript be marked as
19 described in the next paragraph.

20 Transcripts containing Protected Material shall have an obvious legend on the title
21 page that the transcript contains Protected Material, and the title page shall be followed by a list of
22 all pages and line numbers that have been designated as Protected Material and the level of
23 protection being asserted by the Designating Party. Such legend and list shall be applied by the
24 court reporter for designations that occur on the record of the deposition, and the Designating
25 Party shall inform the court reporter of these requirements. In the event that the transcript or a
26 portion thereof is designated as “CONFIDENTIAL” after preparation of the final transcript, the
27 legend shall be applied by any recipient of the written notice described in the preceding paragraph,
28 and (in the case of designations of less than the entire transcript) the Designating Party shall

1 provide a list of the designated pages and lines, which the recipient shall affix or append to any
2 copies of the deposition in its possession (including electronic copies). If it so chooses, the
3 recipient of such written notice may comply with the requirements of this paragraph by affixing
4 the Designating Party's complete written notice, including the list of designated pages and lines, to
5 the cover of each transcript.

6 Prior to the expiration of the 30-day period for designation, all deposition testimony
7 shall be treated as if it had been designated "CONFIDENTIAL" unless otherwise agreed. After
8 the expiration of that period, the transcript shall be treated only as actually designated.

9 Any Party may challenge a proposed designation of testimony given in a deposition
10 as Protected Material. Upon such challenge, the Parties shall follow the procedures described in
11 section 6 ("CHALLENGING CONFIDENTIALITY DESIGNATIONS"). Until such challenge is
12 resolved, the designated transcripts or portions of transcripts shall be treated as
13 "CONFIDENTIAL."

14 5.2.3 For testimony given in other pretrial or trial proceedings, that the
15 Designating Party state on the record before the testimony commences that the Designating Party
16 has a reasonable good-faith basis to believe the testimony will contain protected testimony and
17 specify the level of protection being asserted. The Court shall take such reasonable steps as
18 appropriate under the circumstances to protect such testimony from public disclosure, such as
19 receiving the testimony in camera and designating the appropriate portion of the transcript as
20 protected pursuant to the procedures set forth in section 5.2.2.

21 5.3 Inadvertent Failures to Designate: An inadvertent failure to designate
22 qualified information or items as "CONFIDENTIAL" shall not waive the Designating Party's
23 right to secure protection under this Protective Order for such material. Upon correction of a
24 designation, the Receiving Party shall thereafter treat materials so designated as
25 "CONFIDENTIAL" as the case may be, and such materials, including any notes or other materials
26 derived therefrom, shall be fully subject to this Protective Order as if they had been initially so
27 designated. The Designating Party shall promptly supply replacement material that correctly
28 applies the corrected designation. A Party that has disclosed discovery material that is

1 subsequently designated as “CONFIDENTIAL” shall in good faith assist the Designating Party in
2 retrieving such discovery material from all recipients not entitled to receive such discovery
3 material under the terms of this Protective Order and prevent further disclosures except as
4 authorized under the terms of this Protective Order.

5 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6 6.1 Timing of Challenges: Any Party or non-party may challenge a designation
7 of confidentiality at any time. Such challenges shall be ordinarily made within 21 days of the
8 designation; provided, however, that a Party does not waive its right to challenge a confidentiality
9 designation by not mounting a challenge within such 21-day period.

10 6.2 Meet and Confer: The Challenging Party shall initiate the dispute
11 resolution process by providing written notice to the Producing Party of each designation it is
12 challenging and describing the basis for each challenge. To avoid ambiguity as to whether a
13 challenge has been made, the written notice must recite that the challenge to confidentiality is
14 being made in accordance with this specific paragraph of the Protective Order. The Parties shall
15 attempt to resolve each challenge in good faith and must begin the process by conferring directly,
16 either in person, via video conferencing service (such as Skype), or by telephone, within 14 days
17 of the date of service of notice. In conferring, the Challenging Party must explain the basis for its
18 belief that the confidentiality designation was not proper and must give the Designating Party an
19 opportunity to review the designated material, to reconsider the circumstances, and, if no change
20 in designation is offered, to explain the basis for the chosen designation. A Challenging Party
21 may proceed to the next stage of the challenge process only if it has engaged in this meet and
22 confer process first or establishes that the Designating Party is unwilling to participate in the meet
23 and confer process in a timely manner.

24 6.3 Judicial Intervention: If the Parties cannot resolve a challenge without
25 Court intervention, the Designating Party shall file and serve a motion to retain confidentiality
26 under Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 30
27 days of the initial notice of challenge or within 14 days of the Parties agreeing that the meet and
28 confer process will not resolve their dispute, whichever is earlier. Each such motion must be

1 accompanied by a competent declaration affirming that the movant has complied with the meet
2 and confer requirements imposed in the preceding paragraph. Failure by the Designating Party to
3 make such a motion including the required declaration within 30 days (or 14 days, if applicable)
4 shall waive the confidentiality designation for each challenged designation, absent extension
5 agreed to by all Parties in writing, or a showing of a good faith basis for not filing the motion
6 sooner. In addition, the Challenging Party may file a motion challenging a confidentiality
7 designation at any time if there is good cause for doing so. Any motion brought pursuant to this
8 provision must be accompanied by a competent declaration affirming that the movant has
9 complied with the meet and confer requirements imposed by the preceding paragraph.

10 The burden of persuasion in any such challenge proceeding shall be on the
11 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass
12 or impose unnecessary expenses and burdens on other Parties) may expose the Challenging Party
13 to sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
14 file a motion to retain confidentiality as described above, all Parties shall continue to afford the
15 material in question the level of protection to which it is entitled under the Producing Party's
16 designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles: A Receiving Party may use Protected Material that is
19 disclosed or produced by another Party or by a non-party in connection with this case only for
20 prosecuting or defending this litigation. Such Protected Material may be disclosed only to the
21 categories of persons and under the conditions described in this Protective Order. When the
22 litigation has been terminated, a Receiving Party must comply with the provisions of section 13
23 below (“FINAL DISPOSITION”).

24 Protected Material must be stored and maintained by a Receiving Party at a
25 location and in a secure manner that ensures that access is limited to the persons authorized under
26 this Protective Order.

27 7.2 Additional Parties: In the event additional persons or entities become
28 Parties to this Action, none of such Parties' counsel, experts, or expert consultants retained to

1 assist said counsel, shall have access to “CONFIDENTIAL” information or items produced by or
2 obtained from any Designating Party until that Party has executed and filed with the Court its
3 agreement to be fully bound by this Protective Order. No “CONFIDENTIAL” discovery material
4 may be provided to such Parties’ counsel, experts, or expert consultants unless and until such
5 Party has executed and filed such an agreement with the Court. Thereafter, all the provisions of
6 this order shall apply to such Party and its counsel, experts, and expert consultants, including those
7 provisions requiring execution of a Declaration of Compliance substantially in the form attached
8 to this Protective Order as Exhibit A.

9 7.3 Disclosure of “CONFIDENTIAL” Information and Items: Unless
10 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party
11 may disclose any information or item designated “CONFIDENTIAL” only to:

12 7.3.1 The Receiving Party’s Outside Counsel in this action, as well as employees
13 of said Outside Counsel to whom it is reasonably necessary to disclose the information for this
14 litigation and who have signed the “Declaration of Compliance” that is attached hereto as Exhibit
15 A;

16 7.3.2 Plaintiff Crescencio Avila, provided that he has first signed the “Declaration
17 of Compliance” (Exhibit A), and the officers, directors, and employees (including House Counsel)
18 of AmeriGas to whom disclosure is reasonably necessary for this litigation and who have signed
19 the “Declaration of Compliance” (Exhibit A);

20 7.3.3 Experts (as defined in this Protective Order) of the Receiving Party to
21 whom disclosure is necessary for this litigation and who have signed the “Declaration of
22 Compliance” (Exhibit A), provided that such Experts must return to the Producing Party or
23 destroy the original, any copy, or any notes of any “CONFIDENTIAL” materials no later than 60
24 days following final disposition of this action;

25 7.3.4 The Court and its personnel;

26 7.3.5 Court reporters and their staff, professional jury or trial consultants, mock
27 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and
28 who have signed the “Declaration of Compliance” (Exhibit A);

1 7.3.6 During their depositions, witnesses in the action to whom disclosure is
2 reasonably necessary and who have signed the “Declaration of Compliance” (Exhibit A), unless
3 otherwise agreed by the Designating Party or ordered by the Court; and

4 7.3.7 The author or any recipient of a document containing Protected Material or
5 a custodian or other person who otherwise possessed or knew that material.

6 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
7 **IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation that
9 compels disclosure of any information or items designated in this action as “CONFIDENTIAL”
10 that Party must:

11 8.1 Promptly notify in writing the Designating Party. Such notification shall
12 include a copy of the subpoena or court order;

13 8.2 Promptly notify in writing the Party who caused the subpoena or order to
14 issue in the other litigation that some or all of the material covered by the subpoena or order is
15 subject to this Protective Order. Such notification shall include a copy of this Stipulated
16 Protective Order; and

17 8.3 Cooperate with respect to all reasonable procedures sought to be pursued by
18 the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with the
20 subpoena or court order shall not produce any information designated in this action as
21 “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued,
22 unless the Party has obtained the Designating Party’s permission. The Designating Party shall
23 bear the burden and expense of seeking protection in that court of its confidential material, and
24 nothing in this protective order should be construed as authorizing or encouraging a Receiving
25 Party in this action to disobey a lawful directive from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 9.1 The terms of this Protective Order are applicable to information produced
4 by a non-party in this action and designated as "CONFIDENTIAL." Such information produced
5 by non-parties in connection with this litigation, whether pursuant to subpoena or by agreement, is
6 protected by the remedies and relief provided by this Protective Order. Nothing in these
7 provisions should be construed as prohibiting a non-party from seeking additional protections.

8 9.2 In the event that a Party is required, by a valid discovery request in this
9 litigation, to produce a non-party's Protected Material in its possession, and the Party is subject to
10 an agreement with the non-party not to produce the non-party's Protected Material, then the Party
11 shall:

12 9.2.1 Promptly notify in writing the Requesting Party and the non-party that some
13 or all of the information requested is subject to a confidentiality agreement with a non-party;

14 9.2.2 Promptly provide the non-party with a copy of the Stipulated Protective
15 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of
16 the information requested; and

17 9.2.3 Make the information requested available for inspection by the non-party.

18 9.3 If the non-party fails to object or seek a protective order from this Court
19 within 14 days of receiving the notice and accompanying information, the Receiving Party may
20 produce the non-party's Protected Material responsive to the discovery request. If the non-party
21 timely seeks a protective order, the Receiving Party shall not produce any information in its
22 possession or control that is subject to the confidentiality agreement with the non-party before a
23 determination by the Court. Absent a Court order to the contrary, the non-party shall bear the
24 burden and expense of seeking protection in this Court of its Protected Material.

25 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has or may have
27 disclosed Protected Material to any person or in any circumstance not authorized under this
28 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the

1 Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve all
2 unauthorized copies of the Protected Material, including any notes or other materials derived
3 therefrom; (c) inform the person or persons to whom unauthorized disclosures were made of all
4 the terms of this Protective Order; (d) request such person or persons to execute the “Declaration
5 of Compliance” that is attached hereto as Exhibit A; and (e) provide a copy of the executed
6 “Declaration of Compliance” to the Producing Party.

7 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
8 PROTECTED MATERIAL

9 The inadvertent production or disclosure of any discovery material that is
10 privileged or otherwise protected from discovery under Federal Rule of Evidence 502 or any other
11 statutory or common-law rule, including without limitation under the attorney-client privilege and
12 the work product doctrine, shall not constitute a waiver of any applicable privilege or protection,
13 and no Party or non-party shall be held to have waived any rights by such inadvertent production
14 or disclosure. As provided in Federal Rule of Evidence 502(d), disclosure connected with the
15 present litigation shall not constitute a waiver in the present litigation or in any other federal or
16 state proceeding.

17 If a claim of inadvertent production or disclosure is made pursuant to this
18 Paragraph with respect to information then in the custody of another Party or non-party, such
19 Party or non-party shall promptly return to the claiming Party or non-party, sequester, or destroy
20 that material as to which the claim of inadvertent production or disclosure has been made and all
21 copies thereof, and the receiving Party or non-party shall not use such information for any
22 purpose, except as provided by Federal Rule of Civil Procedure 26(b)(5)(B). If a Receiving Party
23 encounters any discovery material produced by another Party or non-party that the Receiving
24 Party believes may be privileged or protected from discovery, and may have been produced
25 inadvertently, such Receiving Party shall immediately cease any review of such material,
26 sequester it, and promptly notify the Producing Party, in writing (which may be email), of the
27 possibility that such material may be privileged and may have been inadvertently produced. The

1 Producing Party shall promptly advise the Receiving Party as to whether, in fact, such material
2 was inadvertently produced.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief: Nothing in this Protective Order abridges the right
5 of any person to seek its modification by the Court in the future.

6 12.2 Filing Protected Material: Without written permission from the Designating
7 Party or a Court order secured after appropriate notice to all interested persons, a Party may not
8 file in the public record in this action any Protected Material. A Party that seeks to file under seal
9 any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be
10 filed under seal pursuant to a Court order authorizing the sealing of the specific Protected Material
11 at issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request
12 establishing that the Protected Material at issue is sealable, by showing good cause or
13 demonstrating compelling reasons why the strong presumption of public access in civil cases
14 should be overcome, with citations to the applicable legal standard. If a Receiving Party's request
15 to file Protected Material under seal pursuant to Civil Local Rule 79-5(b) is denied by the Court,
16 then the Receiving Party may file the information in the public record pursuant to Civil Local Rule
17 79-5(b)(ii) unless otherwise instructed by the Court.

18 13. FINAL DISPOSITION

19 Within 60 days after the final disposition of this action, as defined in section 4
20 ("DURATION"), each Receiving Party must return all Protected Material to the Producing Party
21 or destroy such material. As used in this subdivision, "all Protected Material" includes all copies,
22 abstracts, compilations, summaries, and any other format reproducing or capturing any of the
23 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party
24 must submit a written certification to the Producing Party (and, if not the same person or entity, to
25 the Designating Party) by the 60 day deadline that (a) identifies (by category, where appropriate)
26 all the Protected Material that was returned or destroyed and (b) affirms that the Receiving Party
27 has not retained any copies, abstracts, compilations, summaries, or any other format reproducing
28 or capturing any of the Protected Material. Notwithstanding this provision, counsel are entitled to

1 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
2 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work
3 product, and consultant and expert work product, even if such materials contain Protected
4 Material. Any such archival copies that contain or constitute Protected Material remain subject to
5 this Protective Order as set forth in section 4.

6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
7

8 DATED: December 7, 2017 MAHONEY LAW GROUP, APC
9

10 By: /s/ Kevin Mahoney
11 Kevin Mahoney
12 Counsel for Plaintiff Cresencio Avila
13

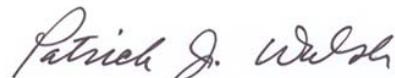
14 DATED: December 7, 2017 MUNGER, TOLLES & OLSON LLP
15 JOSEPH D. LEE
16 MALCOLM A. HEINICKE
17 AARON D. PENNEKAMP
18

19 By: /s/ Joseph D. Lee
20 Joseph D. Lee
21 Attorneys for Defendant AMERIGAS PROPANE, INC.
22

23 ORDER
24

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
26

27 DATED: December 13, 2017
28


29

30 Honorable Patrick J. Walsh
31 United States Magistrate Judge
32

33 Pursuant to Civil Local Rule 5-4.3.4(a)(2), the filer attests that concurrence in the filing of
34 this document has been obtained from each of the above signatories.
35

36
37
38

39 37274105.1

40 [PROPOSED] STIPULATED PROTECTIVE ORDER

1 EXHIBIT A

2 DECLARATION OF COMPLIANCE

3 I, _____ [print or type full name], of
4 _____ [print or type full address], declare under penalty of perjury that I have read
5 in its entirety and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Central District of California on December __, 2017 in the case of *Avila v.*
7 *AmeriGas Propane*, No. 2:17-cv-02867-GW-PJW. I agree to comply with and to be bound by all
8 the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so
9 comply could expose me to sanctions and punishment in the nature of contempt. I solemnly
10 promise that I will not disclose in any manner any information or item that is subject to this
11 Stipulated Protective Order to any person or entity except in strict compliance with the provisions
12 of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for
14 the Central District of California for the purpose of enforcing the terms of this Stipulated
15 Protective Order, even if such enforcement proceedings occur after termination of this action.

16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone number]
18 as my California agent for service of process in connection with this action or any proceedings
19 related to enforcement of this Stipulated Protective Order.

20
21 Date: _____

22 City and State where sworn and signed: _____

23
24 Printed name: _____

25
26 Signature: _____